

PREAMBLE

This Agreement, entered into this 23rd day of June 2016, by and between the School Board of Flagler County, Florida, hereinafter called the "Board," and the Flagler County Educators Association an affiliate of the United Teaching Profession, hereinafter called the "Association."

WITNESSETH

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

Date: June 23, 2016

Katie Hansen

Mike Dale

Vernon Orndorff

Jerry Copeland

The above named individuals met and agreed to the attached document.

## **ARTICLE I: RECOGNITION**

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all full-time certificated instructional personnel, except for excluded positions. Excluded titles are: superintendent, assistant superintendent, directors, supervisors, curriculum specialists, coordinators, school board attorney, principals, and assistant principals. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining unit.

## **ARTICLE II: ASSOCIATION AND TEACHER RIGHTS**

- A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in negotiations and other Association activities. As a duly elected body exercising governmental power under color of law of the State of Florida, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by this Agreement; that it will not discriminate against any teacher with respect to wages, hours, or terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Florida School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school facilities and equipment on the same basis as other nonprofit community organizations.
- D. The Association shall have the right to post notices of activities and matters of Association concern on appropriate and specifically assigned bulletin boards, at least one of which shall be provided in each school building. The Association shall have the right to send and receive email concerning Association business, during non-instructional time or in case of an emergency. The Association shall have the right to mark Association member mailboxes and place materials in teacher mailboxes, for communication to teachers. Prior to distribution a copy will be provided to the principal or appropriate department head for information

purposes only.

- E. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property during the times defined below:
  - (1) Duty free lunch period.
  - (2) Time before and after student day.
- F. Pursuant to the provision of Chapter 119 Florida Statute, the Board agrees to furnish to the Association requests for public records when requested by name, and if such document/report exists. The association will be charged at the standard state rate when the Association requests physical copies.
- G. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect while the Association serves as bargaining agent unless revoked in writing within thirty (30) days to the Association. Pursuant to such authorization, the Board shall deduct membership dues over 22 deductions. The first deduction shall be made during the first pay period beginning with the salary check received by the teacher following the date of authorization (September paycheck for beginning of the year). If the teacher joins the Association any time after the first deduction, he/she is only liable for the remaining deductions. Upon termination of a teacher's employment, the Board shall deduct all unpaid Association dues from the remaining paycheck(s). (See continuing Membership Payroll Deduction Authorization Form in Appendix A.)
- H. With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees to disburse said sums within thirty (30) days upon direction of the Association or teacher.
- I. The Association Faculty Representative shall be given an opportunity following the close of faculty meetings to present brief reports and announcements.
- J. Meetings and conferences with Association officers and the Administration which may be required in administration of this Agreement shall normally be held outside of regular teacher working hours. In the event that the Superintendent or Board should schedule a meeting during work hours, teachers required by the Board to attend such meetings will attend without loss of pay or leave benefits.

- K. The Association shall indemnify and save harmless the Board from any and all claims, demands, suits and cause incurred in connection with any such claim, demand or suit resulting from any action taken or omitted by the Board for the purposes of complying with the provisions of this Article dealing with the Association rights and dues collection.
- L. The Board shall authorize unpaid leave for an Association representative to attend School Board meetings during school time, except as provided in Article XIII, Section K.
- M. The Board shall continue to provide existing payroll deduction programs and shall allocate one field within the Management Information System for any Association programs desired (in addition to dues deduction slot).
- N. The Association President or the President's designee(s) shall be given up to twenty-five days (25) with pay to engage in Association duties which cannot be performed other than during school hours or attend conventions, conferences, or state and/or national events of the professional organization and/or to represent the Association at public meetings pertaining to education. If the Association President or his/her designee are requested to participate in District-related events and/or meetings with the Superintendent or his/her designee(s), the District shall provide "Temporary Duty Elsewhere" leave for the Association President, which shall not be deducted from the aforementioned Union leave days.
- O. A calendar committee of eight (8) people - two (2) appointed by the FCEA President, two (2) appointed by the FESPA President, and four (4) appointed by the superintendent shall meet and collaboratively develop committee calendar proposal(s) to be submitted to the superintendent as a recommendation.
- P. All in-service education beyond the teacher workday shall be voluntary. All teachers will be encouraged to participate in designated in-service days. In-service shall not be scheduled on teacher planning days, including pre-planning and post-planning days, except in circumstances where student safety is impacted. In-service education shall be defined as any time where a teacher is receiving professional development points for their participation.
- Q. The private and personal life of an employee is not the appropriate concern of the Board unless it reduces his/her effectiveness as an

employee; unless a direct nexus between the employee behavior and the responsibility to the profession as defined by the Code of Ethics of Professional Educators and the school exists.

- R. A teacher shall be notified in writing within 24 hours if the District has initiated an investigation for said teacher. A teacher shall be advised in writing within 24 hours if an incident is reported to the Florida Department of Education, Office of Professional Practices Services.
- S. Teachers shall not be required to attend meetings for commercial demonstrations, which are directed to personal sales to or solicitation(s) of any kind from teachers.

### **ARTICLE III: NEGOTIATIONS PROCEDURES**

- A. Upon mutual agreement, both parties may review through the negotiating process, any terms and conditions of employment, whether or not they are in the contract. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the Board and the Association, the same as this Agreement.
- B. If either party desires to open negotiation for a successor Agreement, a written notice must be submitted to the other party prior to March 15 of the year in which the Agreement expires. If such notice is given, negotiations shall be initiated on or before April 15.
- C. In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of all teachers in the county, but the parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals and make concessions to reach tentative agreements. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party. There shall be three (3) signed copies of any final agreement; one (1) copy shall be retained by the Board and two (2) by the Association.
- D. Any fees or expenses of the mediator or fact-finders which are chargeable to the parties, will be shared equally by the Board and the Association.

### **ARTICLE IV: GRIEVANCE PROCEDURE**

- A. Definitions
  - 1. Grievant - The term "grievant" as used in this article shall mean teacher or groups of teachers or the Association or its representative on behalf of a teacher or group of teachers.
  - 2. Workdays - The term "days" as used herein shall mean workdays as set forth in the school calendar.
  - 3. Grievances - Any claim by a teacher or group of teachers that there has been a violation, misinterpretation, or misapplication of any school board policy, may be grieved pursuant to School Board policy 649. Any claim by a teacher or group of teachers that there has been a violation, misinterpretation, or misapplication of the labor contract or agreement to which aggrieved teacher is a party, may be processed as a grievance as hereinafter provided.
  - 4. Administrator – shall mean immediate supervisor, principal of the school or supervisor of a work site, or their designee
- B. The purpose of this procedure is to secure, at the lowest level possible administrative level, equitable solutions to violations of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as is appropriate.
- C. Any teacher will have the right to request representation by the Union at any step of the grievance procedure. No grievant may be required to discuss any grievance if the Union representative is not present if such representation has been requested by the grievant. A grievant shall not be represented by a representative of any other external organization (i.e PEN or other associations/labor Unions). Nothing in this article will be construed as preventing any employee from presenting his/her own grievance, provided the Union has been given the first right of refusal to process the grievance if the teacher is a member of the Union. The Union shall be given the opportunity to be present at any meeting calling for the resolution of a grievance. If the Union is not a party to the grievance, representatives of the Union may be present to ensure the integrity of the collective bargaining agreement. Nothing in this Agreement shall be construed to prevent any teacher from presenting at any time his/her grievances in person or by legal counsel as outlined in Section 447.006 (3), Florida Statutes, 1975.
- D. All documents, communications and records dealing with the processing of a grievance will be considered confidential to the extent permitted by law and will be filed separately from the personnel files of the aggrieved

teacher. Whenever a teacher or the Association feels that there is a grievance, every effort should be made to arrive, on an informal basis with the immediate supervisor, at a mutually satisfactory solution to the grievance. When this cannot be done, resort should be to the more formal procedure stated herein, in an effort to resolve grievances. Grievances shall be conducted in private to the extent permitted by law. The grievant shall have the right to request the presence of the Association representative at all levels of this procedure. The Association shall have a right to have a representative present at all stages beyond the informal stage. Nothing in this Agreement shall be construed to prevent any teacher from presenting at any time his/her grievances in person or by legal counsel as outlined in Section 447.006 (3), Florida Statutes, 1975.

E. Written grievance as required here shall adhere to the following:

- a. Shall be signed by the grievant or grievants.
- b. Shall be specific and related to the alleged violation.
- c. Shall contain a synopsis of the facts giving rise to the alleged violation.
- d. Shall cite the section or subsections alleged to have been violated.
- e. Shall contain the date of the alleged violation.
- f. Shall specify the relief requested.
- g. Grievances shall be processed as rapidly as is possible to obtain full facts on which to base sound judgment with the number of days indicated at each step to be considered as maximum. Time limit may be extended by mutual consent.
- h. The principal or his/her designee shall provide the Association with copies of all available documents relevant to the grievance within 48 hours prior to the grievance meeting.

F. All documents, communications and recordings dealing with the processing of a grievance will be considered confidential to the extent permitted by law and will be filed separately from the personnel files of the aggrieved teacher. Grievances shall be conducted in private to the extent permitted by law.

G. Whenever a teacher or the Association alleges a contractual violation, the Association may choose to confer with the administrator or his/her designee on an informal basis to reach a mutually satisfactory solution to the grievance within 15 workdays following the date of alleged violation. Responses from the administrator or his/her designee to the informal grievance must be presented to the grievant within 5 workdays following the informal meeting. If a solution cannot be reached at the informal level, the Association shall resort to the more formal procedure stated herein, in an effort to resolve the grievance. The purpose of this

procedure is to secure, at the lowest administrative level possible, an equitable resolution to violations of this agreement. Both parties agree that these procedures will be kept as confidential as possible.

## **GRIEVANCE PROCEDURE**

### **LEVEL I**

- I. The teacher shall submit in writing to the Principal or immediate supervisor a copy of the grievance presented on the form set forth in Appendix B. Such grievances must be presented within a reasonable time, but in no event longer than ten (10) workdays following the informal hearing. The Principal or immediate supervisor shall have five (5) workdays upon receipt of the Level I grievance to meet with the teacher and his/her representative in an effort to resolve the grievance. The Principal or immediate supervisor shall indicate his disposition of the grievance in writing within five (5) workdays after said meeting and shall furnish copies thereof to the teacher and to the Association.

### **LEVEL II**

- J. If the grievance is not settled at Level I, the aggrieved teacher may file an appeal to the Superintendent or his/her designee within ten (10) workdays after he/she has received the disposition of Level I. The appeal shall be by completion of the grievance form. The Superintendent and/or his/her designee, within ten (10) workdays after receipt of appeal, shall meet and confer with the aggrieved teacher with a view to arriving at a mutually satisfactory resolution of the grievance. At the conference(s), the teacher, his/her representative and the representative of the Association, if different from the teacher's representative, must be present. Absence of the Association representative will not prevent the conference(s) from being held if the Association has been given forty-eight (48) hours prior notice. Notice of the conference shall be given also to the Principal or immediate supervisor who rendered the decision at Level I. The Principal or immediate supervisor may be present at the conference(s) to state his/her views. The Superintendent or his designee shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved teacher and the Association within five (5) workdays after the meeting. The Principal or immediate supervisor who rendered the decision at Level I shall also receive a copy of the decision at the same time.

### **LEVEL III**

- K. If the teacher or the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made by the Superintendent within the period above provided, the grievance may

be submitted to arbitration if a request is made for arbitration within ten (10) working days. A request for an arbitrator will be made to the American Arbitration Association within ten (10) work days. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which rules shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement nor shall he have the power to rule on any issue for which there is another remedial procedure provided by law or statute, rule or regulation having force of law.

- L. The arbitrator should give consideration to all existing state and local laws which are relied upon by either party in the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed at Level II. Both parties agree that the award of the arbitrator shall be final and binding.

### **General Provisions**

- M. Any grievance which arose prior to the effective date of this Agreement shall not be processed through these procedures, but shall be processed using procedures existing in the collective bargaining agreement at the time the grievance paperwork was filed.
- N. A grievance may be withdrawn at any level, but that same grievance may not be filed a second time.
- O. The filing of a grievance shall in no way interfere with the right of the Board to proceed to carry out its management responsibilities, subject to the final decision of the grievance.
- P. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
- Q. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the Administration shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of any necessary party prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present.
- R. Any teacher involved in any manner in any grievance procedure shall not be subjected to prejudicial treatment because of such participation.

- S. Grievance and Arbitration proceedings are to be conducted outside student contact hours unless the Superintendent or his/her designee decides to the contrary. Such decision shall be communicated to the grievant and the Association in writing, when grievance meetings and arbitration proceedings are held during school hours, all employees whose presence is required shall be excused, with pay, from their normal duties.
- T. No evidence or claim may be introduced in arbitration, which was not introduced in the previous stages of the grievance.

## **ARTICLE V: TEACHING CONDITIONS**

- A. The Association agrees that although the primary responsibility of the teacher is concerned with the classroom, the responsibility of supervising students at all times is necessary. Auxiliary personnel will be utilized to perform non-instructional duties (i.e. clerical) as much as possible. In the event that it is necessary to assign teachers non-instructional duty, it shall be on a fair and equitable basis.
- B. Teachers shall have a duty-free lunch period of at least thirty (30) minutes. Teachers shall not be required to perform supervisory duties during their duty-free lunch period.
- C. The workday shall consist of seven (7) hours, fifteen (15) minutes, with the times being set by the Principal or immediate supervisor according to the needs of each school or assignment with the approval of the Superintendent. Maximum student instructional contact time shall be 27 hours per week. Teacher starting and ending times shall be recommended to the Principal by the faculty of each school. The Principal shall make the final decision based on the needs of each school or assignment. In-service activity, faculty meetings, and curriculum work may extend beyond the workday. Teacher participation in extracurricular activities outside the normal working day, for which no additional compensation is paid, shall be strictly voluntary.
- D. Exceptions to the workday on occasion may be made for unusual circumstances with the consent of the Principal or immediate supervisor.
- E. The Board agrees to continue to provide a faculty work area and separate restroom facilities as currently provided, and furnished, in those schools where such facilities already exist for the use of teachers.
- F. Teachers are expected to make themselves available for student and parent

conferences which shall be during the normal workday, except when parents cannot meet during the school day. Such meetings before and/or after school hours shall be scheduled at a mutually agreeable time between the teacher and parents except in cases of emergency. If an elementary school principal choose to host "parent conference weeks," the principal shall communicate to teachers that they have the option of completing parent conferences (equivalent to 6.25 hours) outside the workday in lieu of the subsequent teacher workday.

- G. All elementary teachers may schedule among themselves a ten (10) minute relief period per day. The schedule shall be approved by the Principal or his designee.
- H. It is understood and accepted that teacher attendance at school affiliated evening meetings is desirable and beneficial. Except for illness or other emergencies, teachers will be expected to attend up to (2) such meetings each year where parents visit classrooms and/or confer with teachers. Each meeting shall last no longer than one and one half hour.
- I. Regularly scheduled monthly faculty meetings will be held. One (1) faculty meeting per month may exceed the normal working day but in no event exceed thirty (30) minutes beyond the working day, except that in emergency situations, faculty meetings may be called when necessary. During pre-planning and post-planning, no faculty meetings shall run beyond the normal working day. Additionally, during pre-planning, teachers shall have at least the equivalent of one and a half days to work, uninterrupted by meetings of any kind, in their classrooms to prepare for the start of school with students.
- J. When school is not in session, teachers may be given access to the building by arranging such access with the principal.
- K. It is recognized by both parties that classroom visits by guests do not constitute an "observation" and shall not be reflected on the evaluation of teachers. Teachers shall be notified as soon as possible prior to the classroom visit.
- L. Both parties agree that it is necessary for interruptions to be made from time to time during the instructional periods for the efficient operation of the school. Principals will be advised to keep interruptions from maintenance, custodial, and intercom to a minimum as is feasible.
- M. Department heads/head teachers shall be defined as teachers appointed by the principal. The principal may appoint department heads/head

teachers for each subject/grade level.

- N. All high school teachers shall have a planning/preparation period during the workday which shall not be less than fifty (50) continuous minutes. Principals at the middle school and elementary schools will make an effort to schedule fifty (50) continuous minute preparation periods for the teaching faculty. All middle school teachers shall have a planning /preparation period during the workday which shall not be less than forty-five (45) minutes. In addition, teachers shall be guaranteed an additional five (5) minutes of planning/preparation time during the teacher workday. It is agreed that during the term of this Agreement all elementary teachers shall have a planning/preparation time during the student day which shall not be less than forty-five (45) continuous minutes. In addition, teachers shall be guaranteed an additional ten (10) minutes of planning/preparation time during the teacher workday. A teacher may choose to waive their planning in accordance with Article XVIII Section K.
- O. Flexible time is defined as the altering of the normal work schedule. Any amount of flexible time used by a teacher shall be made up within a two-week timeframe. Flexible time of one hundred fifty (150) minutes per month shall be granted during non-instructional time (i.e., before and after school, during lunch and planning). If a teacher is responsible for the supervision of students, the teacher shall arrange for the adequate supervision of those students. The principal may also allow flex time to be used during instructional time when the teacher has arranged for coverage of his/her class and the principal agrees that the coverage is adequate. The phrase "after school" shall be defined as when the first group of students is dismissed from class, not including the dismissal of students that may require earlier dismissal due to special needs. Reasons for use of flex shall not be required.
- P. Teachers shall have adequate access to telephone facilities to ensure safety and parent contact. Efforts will be made to afford privacy to the employee for school related calls.
- Q. Planning/preparation time shall be defined as time directed by the teacher to be used in the following manners:
  - 1. Instructional Planning
  - 2. Record keeping responsibilities
  - 3. Conferences/parent, student
  - 4. Meetings

Meetings shall be defined as events directed by any federal, state, district, or school personnel other than the teacher. Meetings are limited to 6 to 8 meetings per calendar month, with no more than 2

meetings per week during planning time. In the event that more than 2 meetings are scheduled within a week, IEP and MTSS meetings would take priority.

- R. The Association and the Board wholeheartedly support parent and community involvement in schools. Classroom visits by non-school personnel will be scheduled by the teacher or through the office with the teacher's consent.
- S. In the event of a physical altercation or incident that creates an unsafe environment for other students and/or faculty, administrators or other CPI-trained (or other similar, appropriate trainings) staff shall immediately provide assistance to the classroom teacher to remove the student and/or re-establish a safe classroom environment.
- T. An employee who knows or has reason to believe that a student has committed, or has made a credible threat to commit, a crime of violence on a school property or towards school personnel shall report such knowledge or suspicion to all affected parties and the appropriate authorities. The site administrator shall fully support good-faith reporting in accordance with this language.
- U. Beginning the 2018-19 School Year Core content teachers (math, language arts, science, and/or social studies) at the secondary level, grades seven (7) through twelve (12), shall not be assigned to teach more than three (3) core course codes per semester. A teacher may choose to volunteer to teach four (4) or more core course codes in a given semester. This does not apply to i3 Academy, iFlagler, International Baccalaureate or home instruct teachers.

## **ARTICLE VI: EVALUATIONS**

### **Evaluation Preamble**

This language will replace previous evaluation language until the current statute or any portion thereof be overturned as a result of legal challenge(s). In the event of such, both parties agree to resume negotiations to seek a successor agreement based on the language contained in the 10-11 Collective Bargaining Agreement.

#### **A. Definitions:**

1. State Assessments: any standardized state approved assessment
2. District Assessments: a standardized district created and/or approved assessment for a subject area given across the district
3. Value Added Model: formula developed by the state to measure student learning, pending DOE or State Board Adoption
4. Student Performance Indicators (SPI): measurable student outcomes which may include growth measures and/or achievement measures (except when state board rule mandates an approach and/or model) to be utilized in the district's teacher evaluation system
5. Learning Targets: agreed upon goal for the measurement of student progress
6. Teacher Evaluation Program: overall evaluation system for assessing a teacher's performance
7. Evaluation tool: the collaboratively developed instrument used to observe and evaluate a teacher.
8. Three years of data – data for the purpose of final annual evaluations will include the current year plus two most recent preceding years of student data as expressed using the state approved value added model for students assigned to classroom teachers. If the student's score was not included in the school grade, then the student's score will not be counted in the teacher's data.
9. Experience Category: the classification of teachers as Category I (teachers in their first year in the district) or Category II (teachers in their second year in the District or beyond). This experience category shall determine the number of observations required prior to the final evaluation of the teacher.
10. Summative Observation: the calculation, which consists of clear, consistent and compelling evidence from all observations including but not limited to the informal and formal evaluations along with the artifacts provided by administration or the teacher will be used to determine the final scores on the deliberate practice component on the instructional summative evaluation. It is not the intent to average rubric scores, but to show a true reflection of the teacher's ability. The summative total score is determined by adding the deliberate practice, VAM score and Individual Professional Learning Plan (IPLP).

11. Informal Observation: there shall be two informal observations, one which is scheduled at a mutually agreeable time between the teacher and administrator and one which is unscheduled; lasting approximately 10-20 minutes; components within domains 2 and 3 will be observed; artifacts can be requested; can be followed by a post-observation conference; if deficiencies are noted a post-observation conference is required; calculation of data from the informal observation will not be included in the summative evaluation score. Only observable evidence can be taken into consideration when calculating the summative evaluation.
12. Formal Observation: a formal observation that is scheduled at a mutually agreeable time between the teacher and evaluating administrator, by email or hard copy; all components in all four domains will be observed; lasting 30 – 45 minutes or up to one class period in secondary schools; is followed by a post- observation conference; the post-observation conference will occur within 10 days of the observation; data will be included in summative evaluation score.
13. Probationary teacher – instructional personnel hired after July 1, 2011 who are new to the professional or new to the district will receive a probationary contract for the first academic year of service. Such teachers are subject under Florida Statute to two performance evaluations within the probationary year. At the conclusion of the first academic year, a teacher who is reemployed will receive an annual contract. Such a contract may not be terminated prior to its terminal date except for just cause and with due process.

### **Evaluation Procedures**

- B. Evaluation shall be the responsibility of administrators trained in the current observation and evaluation system. There shall be a minimum of two (2) weeks between any observations of a teacher. All observations, formal and informal, shall be completed no later than three weeks prior to the end of the school year. Teachers will receive an official annual evaluation based on the prescribed observation schedule:

New to the District:

1. 2 informal observations
  - Shall include components from Domains 2 & 3
  - Pre-conference if either party requested
  - Feedback provided to the teacher within 3 workdays
  - Post conference if deficiencies are noted
2. 2 formal observations
  - Pre-conference prior to both
  - Domains 1, 2, 3 & 4 in their entirety
  - Post conference

1 or more years in the District:

3. 2 informal observations
  - Shall include components from Domains 2 & 3
  - Pre-conference if either party requested
  - Feedback provided to the teacher within 3 workdays
  - Post conference if deficiencies are noted
4. 1 formal observation
  - Pre-conference prior to both
  - Domains 1, 2, 3 & 4 in their entirety
  - Post conference
5. Summative Evaluation

A teacher placed on a Success Plan may have additional informal observations, as stipulated in the development of said Success Plan.

- C. Teachers shall be given electronic access to the evaluation framework (including the teacher observation instrument) during the first month of the school year. Teachers employed after the first month of school shall be provided electronic access to the evaluation framework (including the teacher observation instrument) within twenty (20) days after assuming their teaching responsibilities. Each teacher shall be permitted to ask questions concerning the evaluation process.
- D. Within two (2) weeks after the beginning of each school year, the principal and/or District personnel shall acquaint each employee directly under supervision with the criteria, data sources, methodologies and evaluation procedures, standards and instrument used for the assessment. An administrator shall fully explain any specific requirements as they relate to the evaluation instrument. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No evaluation shall take place until such orientation has been completed.
  1. As it relates to S.B. 340, the Board proposes a joint committee comprised of no more than 14 members, seven (7) from the Board and seven (7) from the Association to meet and discuss the development of a new assessment tool. The Board reserves the right to make a final decision on the actual assessment instrument and the procedures used to implement S.B. 340.
- E. Within ten (10) working days after each assessment, the teacher and administrator shall meet and discuss the evaluation. If the teacher is in agreement with the evaluation then the teacher shall sign and be given a copy of the instrument. If the teacher disagrees with the evaluation then the teacher shall have up to five (5) working days to review the evaluation and make written comments or show cause for revisions. If revisions are requested, the administrator shall have up to five (5) working days to meet with the teacher to accept or deny the revisions. Regardless of the

outcome, the teacher shall sign and be given a copy of the instrument. The employee's signature shall not mean agreement with the evaluation, but rather awareness of the content. Space shall be provided on the evaluation instrument for written comments concerning the evaluation. If the teacher disagrees with any assessment below "effective," he/she shall have the right to request documentation that substantiates the evaluator's assessment and to file a grievance of the process or procedural aspects of the evaluation following the grievance procedure established in Article IV.

- F. Beginning with the 2015-2016 year and beyond, both parties agree to proportion the effects of the Teacher Evaluation Tool/Rubric at 62%, the Student Performance Rubric at 33%, and the 3<sup>rd</sup> metric, based on teacher individual professional learning plans (IPLP's) at 5% of the total evaluation score.
- G. A trained administrator shall conduct all observations of an employee, with the full knowledge of the employee, and solely for the purpose of evaluation toward the improvement of professional performance as a means of assuring the most competent educational techniques.
- H. No Informal or Formal observation shall be conducted during any of the following timeframes, without prior workday's notice and mutual agreement of employee and administrator:
  1. The day before or immediately following a state assessment period or during the state assessment period when a particular teacher's students are taking said exam.
  2. The first week of school.
- I. Both parties agree to establish a standing committee, which will review the outcome of this process for validity and reliability. The committee will meet regularly for the purpose of monitoring implementation. This report will include recommendations for any modifications in the program if necessary. The committee will be comprised of three members selected by management and three members selected by FCEA.
- J. With regard to regular, recurring teaching competencies (for example, but not limited to: lesson preparation, classroom management, student-teacher relations, parent-teacher communication and relations, unit planning, test construction, adherence to established teacher behavior (expectations), and prior to being marked below effective on the sum of the formal observation portion of the instructional evaluation, teachers shall be given written notice, in the form of a Teacher Success Plan, developed collaboratively between the teacher and administrator. The plan will include specific assistance and a timeline. Meetings to develop

and assess progress of the goals in the Success Plan shall be held privately between the administrator (and may include the Superintendents designee), the affected teacher, and an Association Representative or a representative of their choice, at the teacher's request. A copy of the Success Plan that has been developed shall be provided to the teacher within 72 hours following the meeting to develop said plan. This language is not intended to interfere with the administrative right to impose discipline for unacceptable behavior or actions within the existing guidelines of the contract, including one-time, serious, stand-alone events. Both sides acknowledge that poor performance that occurs near the end of the evaluation cycle may still be addressed within the evaluation instrument, as appropriate and necessary. As defined by both State Law and School Board Policy, the language of this section in no way changes the existing distinction between Annual Contract and PSC employees regarding the right to/expectation of continued employment.

- K. Prior to placement in a 90-day performance probation (F.S. 1012.34), the district shall offer assistance to a teacher through the Teacher Success Plan (Article VI Section K).
- L. Each teacher employed during a school year and receiving differential pay based on educational attainment and who is re-employed for the following school year will continue to receive differentiated pay.
- M. It is understood that when a teacher is required to obtain 18 or 60 ESOL points, ESOL endorsement, or Reading endorsement, such will be the responsibility of the teacher. Furthermore, Flagler Schools will provide training at no cost for those identified teachers requiring ESOL points or endorsements until the conclusion of the 2017-18 school year.
- N. Induction training is an expectation for all new instructional employees. These days are considered part of their yearly contract and do not qualify for additional pay.
- O. Annual contract teachers who receive an evaluation rating of Effective or Highly Effective based on their summative evaluation score shall be provided an instructional position provided that the following conditions are met:
  - 1. Three consecutive years of effective or highly effective summative evaluation scores beginning of the 2011-2012 school year.
  - 2. A funded vacant position for which he/she is certified exists in their current school.
  - 3. Annual contract teachers reduced at a school site will be guaranteed an interview and consideration for which they are

qualified.

4. Has not been placed on a success plan during the evaluation cycle of that year or received formal corrective action for instructional deficiency or behavior violations.
5. If there are fewer vacant positions than certified annual teachers meeting the above criteria, the District will adhere to F.S. 1012.33(5).

## **ARTICLE VII: ASSESSMENTS**

- A. For the purposes of this article, "timely manner" shall be as quickly as is reasonable in a particular situation.
- B. The Flagler school district may not schedule and/or administer more than 5 percent of a student's total school hours in a school year to administer statewide, standardized assessments and *all* district-required local assessments.
  - a. Elementary level: 5% = 56.25 hours
  - b. Secondary level: 5% = 54 hours
- C. Test administrators/proctors that will administer computer-based assessments must receive training from the District on the rules, procedures, and requirements aligned to the assessment. If there are major technology issues or other events that prevent the successful and timely administration of the computer-based testing. It is the responsibility of the teacher to notify the administration of major technology issues or other events that negatively affect the administration of the computer-based testing. Upon receipt of the concern from the teacher, the District Assessment Coordinator shall investigate the complaint. If the District Assessment Coordinator determines that the event brought forward may have caused a negative impact on the testing environment and subsequent test scores, the teacher shall be held harmless and the scores not be used in a teacher's evaluation unless the teacher requests those scores be utilized.
- D. The notification to parents of 3<sup>rd</sup> grade students who score a level I shall be the responsibility of the classroom teacher if the state scores are provided to schools prior to the end of the student school year. If scores arrive after the end of the student school year, the Flagler County School District and/or the building level administration shall be responsible for notifying the parents.

## **ARTICLE VIII: GENERAL EMPLOYMENT PRACTICES**

- A. New employees who are hired by the regular start of the school year will also be offered the option of either 22 or 24 paychecks at the time of their

- hiring. Any employee hired after the start of the regularly scheduled school year will be required to be on the 22- paycheck option for the remainder of the first year of his/her employment. Selection of a different option may then be made at the end of the current work year, just as with all other employees.
- B. Deductions for personnel during the regular school term for daily absences not covered by provisions of this Agreement shall be made at the rate of 1/196 of the teacher's regular annual contractual salary.
- C. It is mutually understood that counselors and media specialists are regular classroom teachers and may be assigned as regular classroom teachers. All school counselors and media specialists shall be employed up to twenty (20) days in addition to the regular teaching contract, unless specifically addressed in the Flagler County School Board's staffing plan. Any additional days beyond 196 days shall be consistently distributed among the counselors and/or media specialists in the District. Their daily rate of pay is to be based on 1/196 of the counselor's and media specialist's regular annual contractual salary.
- D. A tentative teaching assignment shall be provided to each teacher by the end of the day of post-planning. Furthermore, a tentative schedule shall be provided to each teacher two weeks prior to the beginning of the second semester, if there is to be a change in the teacher's schedule for the second semester.
- E. All supplemental positions that are to be filled, along with their respected supplement, shall be posted by the last day of preplanning. All qualified teachers who apply for a supplemental positions shall be considered for any extra-pay for extra-duty position. Postings shall occur first in the affected building. If no qualified person applies, then postings will occur in the district. No regular work schedule will be altered to accommodate a supplemental responsibility except by joint agreement of the building principals involved and the Superintendent.
- 1) Regarding the FCEA proposal dated April 7, 2011, previously located in Article VI Sections F, the parties agree that the school board policy number 669 will be controlling in the context and is therefore incorporate by reference as a part of this agreement except that teachers will be given the first right of refusal provided that the teacher meets the qualifications for the position.
  - 2) Qualifications are defined as:
    - a. Prior training and experience in the specific sport or activity.
    - b. The applicant holds a valid state endorsement for coaching.
    - c. All prior references meet an acceptable district standard.

- d. Applicant must have no prior history of penalty or discipline from the Florida High School Activities Association (FHSAA).
- e. Must have a quality interview.

## **ARTICLE IX: TEACHER AUTHORITY AND PROTECTION**

- A. In accordance with Florida statute 1003.32-6, every school shall have a committee to assist in the management of student behavior and to ensure the safety of all students.
- B. No action against a teacher shall be taken on the basis of a complaint by a parent or student or other individual or any notice thereof shall be included in the teacher's personnel file, unless the matter is first reported to the teacher in writing.
- C. Any case of assault upon a teacher shall be promptly reported to the Board or its designee. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to assault. New teachers will be oriented regarding their rights in case of an assault.
- D. Individual records will be maintained on student discipline and will be available to teachers as an aid for determining disciplinary recommendations concerning particular students.
- E. Teachers shall be informed in writing at the beginning of the school year of the disciplinary policy for students as it is to be applied during that school year. A discipline policy shall be explained to teachers at the beginning of the school year. All parties acknowledge that consistency, fairness, and equality are desirable in our student disciplinary policy. It is also understood that the final decision in a student disciplinary issue rests with the building principal.
- F. Each employee shall have the right to inspect his/her personnel file(s) as per Florida State Statute 1012.31. The employee may be accompanied in such review by a representative of his/her choice and representative of the Board may also be present during such a review.
- G. The parties agree that the Office of Human Resources shall be available to teachers who allege in writing that they have been discriminated against on the basis of race, color, religion, gender, age, marital status, sexual orientation, disability, political or religious beliefs, national or ethnic origin, or genetic information. The Office of Human Resources shall investigate such allegations in accordance with School Board Policy. Within fifteen (15) days of notification of the outcome of the investigation, a teacher

shall have the right to file a grievance through the process outlined in Article IV. For this section only, the grievance will end at the Level II.

- H. The parties agree that when an employee files a complaint of bullying and harassment under School Board Policy 51.2, the complaint shall be investigated in accordance with School Board Policy. Within fifteen (15) days of notification of the outcome of the investigation, the teacher shall have the right to file a grievance as outlined in School Board policy 649. The teacher shall have the right to representation during the grievance process.

## **ARTICLE X: TRANSFERS AND REASSIGNMENTS**

A. Definitions:

1. Transfer: when a teacher is moved from one school/site to a different school/site within the District
  2. Reassignment: when a teacher is moved from one position (i.e. grade level, subject, or job classification) within a school/site
  3. Voluntary: a transfer or reassignment shall be considered "voluntary" when a teacher is moved without objection from the affected teacher
  4. Involuntary: a transfer or reassignment shall be considered "involuntary" when a teacher raises an objection when noticed with the proposed transfer or reassignment. Agreement from the affected teacher to comply with the administrator's directive does not constitute acceptance without objections.
- B. Teachers may make voluntary requests for: changes in grade level, subject area, or other assignments within the district.
- C. Assignment of new teachers to positions in the school district shall be made after pending requests for reassignment or transfer to such positions have been considered. Current employees shall receive first consideration. Both parties recognize that first consideration does not mean to imply a guarantee of reassignment or transfer requests.
- D. Voluntary reassignments and/or transfers of teachers will be made on the basis of program need, certification, qualifications, quality of interview, and seniority. If voluntary reassignments and/or transfers are done to avoid an impending Reduction in Force, said transfers/reassignments shall then be made on the basis of program need, certification, qualifications, and quality of interview. The District shall clearly communicate to the Union, with supporting documentation, the necessity of an impending Reduction in Force prior to this clause being in effect.

E. When an involuntary reassignment or transfer of a teacher(s) is necessary, the following procedure shall apply:

- 1) If involuntary reassessments or transfers are required while school is in session, the position(s) will be posted in the overstaffed school(s) for two (2) days. Teachers who wish to volunteer for the transfer must notify the principal by completing a request for transfer during the posting time. The principal will consider any voluntary request for reassignment before making a final decision. The principal will make the final decision based upon and in the sequence of the following factors: (1) staffing needs, (2) demonstrated effectiveness under 1012.34, (3) volunteers, (4) qualifications.
- 2) If involuntary reassessments or transfers between buildings or levels are required during summer recess, the building principal will notify all teachers in writing at his/her building that involuntary reassessments and transfers for the new school year will be required. The letter must state a reply by date, which will be not less than seven (7) days from the postmark date. Any teacher(s) may volunteer for reassignment by completing a request for transfer within the time allowed.
- 3) In the event that an involuntary reassignment or transfer is necessary the situation will be reviewed by the Superintendent of Schools with the sending and receiving Principals prior to any reassignment or transfer. Resulting action will require the Superintendent's concurrence. The affected teacher(s) and a representative of his/her choice will have the opportunity to discuss the transfer with the Superintendent.
- 4) No elementary teacher shall be involuntarily reassigned to a different grade level within a school more than 2 times in a 5-year period.
- 5) No elementary teachers shall be involuntarily reassigned or transferred more than 2 grade levels up or down (i.e. from 6<sup>th</sup> grade to 1<sup>st</sup> grade) except:
  - as required by class size compliance
  - as a result of a change in enrollment that requires an adjustment in the number of teachers necessary in a grade level or subject area.
  - In the instances where ESE Resource, ESE Self-Contained, Speech Language Pathologists, Special Area/Wheel, PE, and ESOL Resource teachers need to be reassigned.
    - The District agrees to establish a tracking system to provide a record of reassessments and/or transfers occurring on a school-by-school basis. Such report will be provided to the Superintendent and the

Union at the end of each semester.

- F. Employees who are involuntarily transferred to a different level shall be allotted an amount of money equal to that allotted to other teachers in that department or level with an additional stipend of three hundred dollars (\$300) to purchase materials and supplies. Levels will be defined as follows:

Level 1 – grades K-2  
Level 2 – grades 3-5  
Level 3 – grades 6-8  
Level 4 – grades 9-12

- G. When a teacher is involuntarily reassigned or transferred to an out-of-field teaching assignment, and certification in that subject area becomes necessary for continuing employment, the Board shall issue a one-time reimbursement for successful completion on a certification exam pending available funding.
- H. The foregoing shall not be construed in such a way as to prohibit the Board from providing a racially balanced staff in each school.

## **ARTICLE XI: VACANCIES AND PROMOTIONS**

### **POSTING**

It is agreed between parties that the Board shall post as called for herein.

- A. In all cases as described herein a vacancy shall be construed to mean the following:
- Vacancy as a result of:
1. Promotion
  2. Resignation
  3. Retirement
  4. Termination
  5. New Staffing
  6. New Operation - Start-up
  7. School to school transfer
- B. Vacancies – After reassignments and/or transfers take place, vacancies will be posted. All vacancies in the bargaining unit shall be posted until filled, for a minimum of five (5) workdays.
- C. Promotions - All promotional vacancies not in the bargaining unit for which a bargaining unit member is qualified to apply shall be posted for a

- minimum of five (5) workdays.
- D. The timeline for postings shall be as follows: The posting shall be advertised for a minimum of three (3) workdays. This language applies to all methods of posting vacancies. Internal candidates shall be given first consideration if they are certified for the position and have the minimum qualifications as per the job description and the guarantee of an interview by an administrator at least once in a 3 year period for similar positions. The Human Resources department shall develop and maintain the list for tracking this information.
  - E. The posted list shall remain posted until replaced by a new list. Positions filled during a posting period shall be posted during the next posting period so as to provide notice to all applicants of positions no longer available.
  - F. Notice of all bargaining unit vacancies for positions expected to continue for at least (8) eight consecutive weeks shall be posted. The filling of posted vacancies shall not take place until the application deadline has passed. However, nothing in this article shall be construed to prohibit the filling of a vacancy in the bargaining unit on a temporary basis, as a substitute teacher, while this procedure is being followed.

## **ARTICLE XII: REDUCTION IN PERSONNEL**

The Flagler County School District and Flagler County Educators Association mutually agree to suspend the term "seniority" within Article XI, where it impacts the processes of Reduction in Personnel until state law is overturned or modified. Such reduction in the interim will be conducted pursuant to the provisions in Florida Statute 1012.33 (5).

- A. In the event the Board determined that the teaching staff must be reduced, the Board shall give written notice to teachers who may be affected and to the Association before implementing such reduction.

If the reduction in teaching staff is determined to be necessary, the following procedure shall be controlling:

- 1) Reduction of teachers within elementary schools or secondary departments within Flagler County will occur as follows:
  - a. Annual contract teachers shall be reduced first.
  - b. Professional Service Contract teachers and Continuing Contract teachers shall be reduced next based upon certification and seniority.

- c. Such reductions as above shall also take into account Court Ordered racial balance and take provisions of F.S 1012.33.
- B. If teachers are to be rehired, the Board shall determine the number of positions to be filled. If such rehiring occurs within fifteen (15) months, then teachers shall be rehired within elementary schools or secondary departments in reverse order of reduction.
- C. Should the Board have to choose among its personnel who are on annual contract as to which would be retained, priority criteria shall be first: certification, second: seniority and third: satisfactory performance as to current employment date as a teacher.
- D. An employee shall remain on the recall list for a period of fifteen (15) months from the date of termination. The teacher must express in writing every six months his/her intent to remain on the recall list. Failure to notify in writing will result in being dropped from the list.
- E. When a teacher on layoff is notified in writing (via email with "read receipt" notification) that a teaching position is available, the teacher will have twenty-four (24) hours after receipt of notification to verify in writing his/her intent to return. The teacher will have ten (10) days after receipt of notification to return to work except in extenuating circumstances. Failure to do so will result in the teacher being dropped from the recall list.
- F. Seniority is defined as the employee's length of continuous service from his/her date of last employment in the Flagler County School District and is not interrupted by approved leaves of absence. Where two (2) or more employees have the same length of service, the employee with the earliest recommendation date (form 102) shall be considered senior. If two (2) or more employees have the same recommendation date, then the employee with the earliest birth date shall be considered senior.
- G. One district-wide seniority list based upon service with the district as of June 30, 1991 shall be established and updated annually.
- H. Any employee in the bargaining unit who is laid off shall be added to the substitute list.

#### **ARTICLE XIII: EMERGENCY SCHOOL CLOSING**

- A. When in the judgment of the Superintendent, extreme weather condition, fire or other acts of God require closing the schools, and the decision is made prior to the regular opening time, information about the school

- closing shall be released to the local radio stations.
- B. If the school is closed after the regular opening hour, the Superintendent or his designee will notify teachers through the building principals of the closing and the method by which they will be notified when to return.
  - C. When school(s) is closed by the Superintendent for reasons set forth in A above, but excluding concerted absences of school system employees, members of the bargaining unit will be paid their regular salaries and no leave days previously arranged by a teacher will be deducted for such emergency days.
  - D. In the event that any day(s) are lost due to emergency school closing, the Board will request that the State Board of Education forgive such days.

#### **ARTICLE XIV: LEAVE OF ABSENCE**

- A. A leave of absence is permission granted by the Board for an employee to be absent from duty for a specified period of time with the right to return to employment on the expiration of leave.

Any absence of a member of the bargaining unit from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance and shall be used for the purpose set forth in the leave application. Any request that leave be granted retroactively shall be denied. Leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority.

- B. Sick leave is earned at the rate of one (1) day per month of employment. Four (4) days are granted upon employment and one (1) additional day is added each subsequent month until the number equals the number of months employed. Sick leave may be used for personal illness or injury or because of illness or death of a close relative. The employee shall notify his/her immediate supervisor in advance that he/she will be absent. There is no limit to the number of days of sick leave that can be accumulated. Immediately upon return to work, the employee shall file a written statement to the district office which will set forth the day or days absent and reason for such absence. Sick leave in excess of five (5) consecutive days must be accompanied by a physician's statement, if requested.

Members of the bargaining unit shall be entitled to transfer sick leave credit from other Florida school districts at a rate and in the manner specified by Florida Statute. Currently, sick leave may be transferred in from other districts at the same rate in which it is earned in the current

- district, i.e., earn one day, transfer in one day.
- C. The Board shall grant up to six (6) days leave for personal reasons. The number of such approved leave days shall be limited to 10% of classroom teaching faculty per school center on any given date. Written application without stating reasons for such leave, shall be made to the Superintendent or his designee at least two (2) teacher employment days prior to the desired onset of such leave.
- In case of emergency leave shall be granted after the fact with the submission of written application upon return to work, provided the designated administrator is notified and the teacher made necessary arrangements for a substitute, if required. Noncompliance with this provision will result in the employee having the day deducted from his/her next paycheck. Personal leave when granted shall be deducted from accrued sick leave and is not cumulative. For the purposes of this contract, sick leave is defined as stated in Florida Statute 1012.61.
- D. A teacher shall be entitled to personal leave of absence without pay when he/she has to be absent from his/her duties because of personal reasons. This leave shall be applied for and approved in advance.
- E. Limited professional leave: Leave not in excess of fifteen (15) days may be granted authorizing absence from contractual duties to engage in activities which will result in professional advancement or which will contribute to the teaching profession. This type of leave may be granted by the Board and when so granted may be with or without compensation. Extended professional leave without pay must be granted for professional improvement in excess of fifteen (15) days but for a period not to exceed one (1) year.
- F. Employees who participate under orders in annual military training and who submit a copy of such orders will be granted leave for the purpose. Whenever possible they would endeavor to have their training schedule during the summer period. Whenever such duty must be performed during the school year, a maximum of seventeen (17) days may be granted without loss of pay.
- G. An employee who is required to serve as a juror or subpoenaed as a witness will be granted leave with pay providing the compensation received as a juror be signed over to the Board.
- H. Maternity leave is without pay and shall be granted following request by the employee. Optionally, a bargaining unit member may elect to continue

working until certified by a physician as being unable to perform the duties, at which time accrued sick leave will be granted, and the employee shall return to work as soon as physically able.

- I. Any member of the bargaining unit returning to duty from leave within thirty (30) working days shall be returned to the same position. Employees on leave in excess of thirty (30) working days are not guaranteed the same position or location by the Board. Members of the bargaining unit who fail to return on the date agreed to in the leave request may be subject to termination unless an extension has been requested and granted or a medical emergency prevents notification.
- J. The Flagler County Schools may grant employees leave without pay for the following reasons:
  - 1. Extended illness exceeding accrued sick leave (including members of the immediate family as defined in Florida School Laws, Section 1012.61-68.)
  - 2. Other purposes which are mutually agreed upon between the employee and employer.
- K. Employees may be granted up to one (1) school year without pay for the purposes of child care.
- L. The Board and Association agree that the provisions of the Family and Medical Leave Act will become a part of District School Policy not later than February 5, 1994. Further, the Board and Association agree that the adopted policies will not operate to limit or reduce leaves provided under other negotiated contract terms.

The above leaves may be approved to a maximum of thirty (30) working days.

- M. Bereavement Leave: In the event of a death of a member of the immediate family (parent, spouse, domestic partner, child, grandparent, grandchild, sibling), an employee on permanent status may be granted up to five (5) days of paid leave at the discretion of the Superintendent or his/her designee. In the event of a death of a family member (aunt, uncle, niece, nephew, mother-in-law, father- in- law, sister-in-law, son-in-law, daughter-in-law) an employee on permanent status may be granted upon request paid leave of up to three (3) days at the discretion of the Superintendent or his/her designee. Bereavement leave is of special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account. Application shall be made to

the Superintendent and granted by the Superintendent, or his/her designee, at his/her discretion, in advance whenever possible. The employee will not be paid bereavement leave for days not scheduled to work. In order to honor a request for bereavement leave, documentation of the death (i.e., newspaper obituary, funeral program, or death certificate) may be required by the Superintendent.

- N. Job Sharing exists when two (2) teachers share one job position. The following conditions must be agreed to:

Guidelines:

- A. Both teachers voluntarily agree to participate in a job sharing position.
- (1) Each teacher participating in a job share position will sign an agreement that stipulates the requirements of that assignment and the benefit choices available.
  - (2) Teachers who job share may be required, with advance notice by the principal or supervising administrator, to schedule joint conferences or to attend faculty meetings or in-service beyond the modified day.
  - (3) Annual contract teachers or teachers who are placed on Professional Improvement Plans prior to the request for a job sharing assignment will not be permitted to participate in a job sharing position.

B. Approval for Job Sharing:

- (1) Teachers wishing to job share must submit a written plan to the building administrator no later than March 1st of the year prior to the school year in which the job sharing will occur.
- (2) The written plan will include but not be limited to:
  - (a) teaching responsibilities
  - (b) schedule of work hours and/or days
  - (c) planning time arrangements
  - (d) procedures for parent conferences and field trips
- (3) The principal shall notify the teachers of the approval or denial of the plan no later than the last working day of March.
- (4) If the teachers and the principal/administrator cannot reach an agreement, an appeal can be made to the Superintendent. The Superintendent may find a different work site vacancy that would accept the job sharing position.

C. Duration:

- (1) A job share agreement shall be for one year.
- (2) Teachers may extend a job sharing agreement with the approval from the principal/administrator:
  - (a) Should a teacher in a job sharing agreement wish to resign, the

partners may assist finding a replacement teacher. The replacement must agree to all the terms and conditions of the initial plan.

- (b) Should no replacement teacher be identified, the remaining teacher shall assume the full time position.
- (c) Teachers who participate in a job share position may substitute for each other at the full daily rate of pay for the days worked.

D. Salary, Benefits and Leave:

- (1) Each teacher participating in job sharing will receive only partial benefits required to be paid for by the District (prorated by the partial work time). To receive full benefits, it will be the teacher's responsibility to assume the costs of benefits not paid by the District.
- (2) The employee may choose the benefit coverage and such choice shall be effective at the beginning of the employee's first date of eligibility at the time the job share participation begins. At no time will the District assume any additional costs due to job share.
- (3) Each employee in a job share position shall receive an annual salary equal to one-half of the individual's salary (or the appropriate prorated amount) based on the salary schedule.
- (4) Years of experience shall be based on Board Policy.
- (5) Sick leave shall be granted at the rate of 3.75 hours per month (or the appropriate prorated amount).

**ARTICLE XV: MANAGEMENT'S RIGHTS**

- A. Nothing contained herein shall be considered to deny or restrict the Board or the Superintendent of their rights, responsibilities and authority under Florida Laws, State Board of Education Regulations, School Board Policies, or any other laws or regulations. Except as specifically stated in this Agreement, all rights, powers, and authority the Board has prior to this Agreement are retained by the Board whether or not such rights have been exercised by the Board in the past.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement.
- C. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement except as specifically provided for

in this Agreement.

- D. It shall also be the sole right of the Board to hire all employees and subject to the provisions of law to determine their qualifications and conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion and to promote and transfer all such employees, except as expressly covered by this Agreement.

#### **ARTICLE XVI: CONTINUITY OF OPERATION**

- A. The Association agrees that neither it, nor the unit members, shall authorize, sanction, condone, engage, in or acquiesce in any strike as prohibited in Florida Statute, Section 447.505.
- B. Any violation of this Article shall mean that the Association and/or employees involved may be held liable for any and all damages, injuries, or expenses incurred or suffered by the Board. Further, any employees involved may be subject to disciplinary action without recourse to the grievance procedure.

#### **ARTICLE XVII: BOARD AND ASSOCIATION ACCOUNTABILITY**

- A. The Board and the Association agree that they will adhere fully to the obligations and responsibilities vested in them by adoption of this Agreement.

#### **ARTICLE XVIII: MISCELLANEOUS**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- B. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of State or Federal legislation, said provision shall be automatically deleted but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision. Both parties shall be notified if any provisions are deleted by law.
- C. A committee shall be established in each school for the purpose of discussing with the principal, areas of concern to the teachers or to the principal with the exception of Association business.

This committee shall be composed as follows:

- 1) The High School
  - a) The principal or his designee and no more than two (2) other administrative personnel
  - b) A teacher elected from each major department

- 2) The Elementary School
    - a) The principal or his designee and no more than two (2) other administrative personnel
    - b) A teacher elected from each grade level or each department
  - 3) The Middle School
    - a) The principal or his designee and no more than two (2) other administrative personnel
    - b) A teacher elected from each grade level or each department
- D. This Agreement titled, "Agreement Between the Flagler County Educators' Association and the School Board of Flagler County" shall be updated, reflecting all language changes and modifications to the salary schedule, through a joint effort between the Association and the District within thirty (30) days after the Agreement is signed and ratified and shall be presented to all teachers now employed and hereafter employed via the Flagler County School website.
- E. The Board and the Association specifically agree that at the termination of this Agreement, either party may renegotiate any provision of this Agreement.
- F. This Agreement shall, subject to compliance with the Administrative Procedures Act, Chapter 120, Florida Statutes, and other applicable laws, supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement and shall be incorporated into and be considered part of the established policy of the Board.
- G. The parties expressly agree that this Agreement shall be subject to all laws, state, local and federal, to all court orders and to monies being lawfully available for the purpose contemplated herein and that whenever any provisions herein shall be inconsistent or in derogation of such laws or orders, such provisions shall be null and void and of no force or effect.

These parties further agree that nothing contained in this Agreement contrary to such laws, orders or availability of monies shall have any force or effect.

#### **Social Networking Policy:**

- H. Social Media is defined as any form of online publication or presence that allows interactive communications, including but not limited to: social networks, blogs, Internet websites, Internet forums, and wikis. Examples of social networks include, but are not limited to: Facebook, Twitter, YouTube, Google+, Instagram, and Flickr.

- I. Teachers may set up a professional or class social media account for the purpose of sending out information and reminders. Doing so will be at the discretion of the teacher and shall not be mandated by administration.
- J. An employee's professional use of any social media network and an employee's postings, displays, or communications on any social media network must comply with all state and federal laws and any applicable School Board policies.
- K. Staff members are discouraged from inviting students and/or parents to be friends on personal social media sites. Staff members are also discouraged from accepting friend requests from students on personal social media sites.
- L. Employees shall not:
  - a. use overtly obscene, profane, or vulgar language or gestures when using a social network, including images; and/or
  - b. engage in communications or conduct that is considered harassing including sexual, threatening, bullying, libelous, or defamatory; and/or
  - c. post/share images that are sexually provocative and/or
  - d. discuss or encourage illegal activity; and/or
  - e. discuss or encourage inappropriate use of alcohol, tobacco, and/or illegal drugs.
- M. Employees shall not disclose information on any social media network that is confidential to the District, its students, or employees or that is protected by data privacy laws. Employees may not use or post the Flagler School District logo on any social media network without permission from the Superintendent or his/her designee. In addition, employees shall not:
  - a. Post images on any social media network of co-workers without the co-workers' consent; and/or
  - b. Post images of students on any social media network without written parent consent, except for images of students taken in the public arena, such as at sporting events, award ceremonies, or fine arts public performances; and/or
  - c. Post any images of the District premises and property, including floor plans that have not been formally released for public dissemination.
  - d. Post or disclose personally identifiable student information.
- N. Employees have a responsibility to report inappropriate employee-student relationships at all times; including but not limited to inappropriate communication or activity on social media networks.
- O. All employees shall be subject to disciplinary action, as per the Progressive Discipline in Article XXI Section D of the Collective Bargaining

Agreement, if their conduct relating to use of technology or online resources violates this policy.

### **Flagler Schools Professional Attire**

- P. Flagler County Schools' objective in establishing a professional casual dress code is to allow our employees to work comfortably in the workplace while projecting a professional image for our students, parents, colleagues, potential employees, and community.
- Q. Clothing that reveals too much cleavage, your chest, your stomach, or undergarments is not appropriate for a place of business, even in a business casual setting.
- R. Any clothing that has words, terms, or pictures that are considered to be generally offensive is unacceptable.

#### **S. Bottoms**

Appropriate, professional bottoms must be no shorter than 3 inches above the knee. Inappropriate slacks or pants include: sweatpants, exercise pants, short shorts, bib overalls, leggings (unless covered by an appropriate length shirt, skirt, and/or dress), yoga pants, and any spandex or other form-fitting pants such as people wear for biking. Jeans may be worn so long as the employee portrays an overall professional image. Bottoms may not have rips, holes, tears, or frayed edges.

#### **T. Shirts, Tops, Blouses, and Jackets**

Casual shirts, dress shirts, sweaters, tops, golf-type shirts, and turtlenecks are acceptable attire for work. Inappropriate attire for work includes tank tops (with straps at less than 3 fingers wide) ; midriff tops; shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans; halter-tops; strapless tops unless worn under another blouse, shirt, jacket, sweater, or dress.

#### **U. Shoes and Footwear**

Conservative athletic or walking shoes, loafers, clogs, sneakers, boots, flats, dress heels, sandals, and leather deck-type shoes are acceptable for work.

#### **V. Hats and Head Covering**

Hats are not appropriate in the building. Head Covers that are required for religious purposes or to honor cultural tradition are allowed.

#### **W. Conclusion**

Violations of the above dress code shall be subject to the Progressive Discipline Plan as outlined in the Collective Bargaining Agreement

## **ARTICLE XIX: INSURANCE**

- A. The Board shall provide, without cost to the employee, group term life insurance for a twelve (12) month period at a minimum amount of fifteen thousand (\$15,000) dollars for each teacher.
- B. The Board shall contribute up to four hundred ninety one dollars and seventy four cents (\$491.74) per month per employee toward the cost of medical insurance protection for a twelve-month period for each teacher or choice of a cost factor not to exceed the Board's contribution rate to its major carrier applied to a health maintenance organization. The Board will increase its current health insurance contribution up to a maximum of 5% per year, provided such an increase is reflected in the rate adjustment made by its current carrier. Should the health insurance cost increase by more than 5%, the Association and Board agree to reconvene talks.
- C. An insurance committee of fifteen (15) people - five (5) appointed by the FCEA President, five (5) appointed by the FESPA President and five (5) from the Administration shall make the decision on any changes in the total insurance coverage, subject to the approval of the Board.

The above committee shall meet and review bids for insurance coverage so as to be able to renew by September 1st of each year. Further, the committee shall look into the feasibility of coordinating the anniversary date of the policy with expiration date of the contract.

- D. In the event that an employee has exhausted sick leave accrual, the above mentioned fringe benefits may be continued at the employee's expense if the carrier allows.
- E. The Board will contribute an amount not to exceed \$5.60 (five dollars and sixty cents) per month toward optical insurance protection and a contribution not to exceed \$20.28 (twenty dollars and twenty eight cents) per month toward dental insurance protection for a twelve (12) month period for each teacher.
- F. Implementation of the Board's contribution to Sections A and B shall take place during the first premium payment following ratification by both parties. Retroactive premium payments shall be made for September and October.
- G. The Board shall provide, without cost to the employee, Long-Term Disability Insurance for a twelve (12) month period.
- H. When an employee does not work a majority of the work days during an employment month due to personal illness or injury and has exhausted all

sick leave, the Board agrees to continue its payments for insurance benefits for the employee for one (1) month.

- I. All insurance deductions will be based on 22 deductions throughout the year.

## **ARTICLE XX: PROFESSIONAL COMPENSATION**

- A. The basic salaries of teachers covered by this Agreement shall be as set forth in Appendix D1 of this Agreement.
- B. Adjustments to higher salary levels will be made upon submission by the teacher of appropriate evidence of additional academic credit earned. These adjustments shall be made following admission of the appropriate evidence at least ten (10) days prior to the beginning of each semester.
- C. All teachers new to Flagler County Schools shall receive credit on the Flagler County School District's salary schedule for all previous teaching experience in Florida and be placed at the same step on the salary schedule as other Flagler County teachers with the same number of years of experience. Teachers from out of state or from non-public schools as long as the experience was at a school accredited by a recognized national or regional accrediting association and the teacher was required to have and did, in fact, hold a state-issued professional teaching credential during the period of that non-public school experience, will receive their years of experience up to ten years, and be placed at the step on the salary schedule of other teachers with the same years of experience. If the years of experience are in and out of state, the teacher can receive either all of their years of experience in state or their out of state years up to ten years, effective upon ratification of the 2013-2016 Florida County Educators' Association Contract. This language shall not apply to the class of teachers that the School Board has identified as the "critical teacher shortage area," for the 2011-2012 school year and thereafter and therefore will receive all years of experience.

New employees beginning July 1, 2014 receiving retirement in state or out of state will receive the salary equivalent to that of the beginning step on the grandfathered salary schedule.

- D. Extra-pay-for-extra-duty positions shall be those as set forth in Appendices E, F, G and H which are attached to and incorporated in this Agreement. Teachers assigned to such positions shall be paid in accordance with said Appendices.
- E. In order to be appointed Department Head or Head Teacher, the employee must be certified in the area in which he/she is appointed to be Department Head or Head Teacher, and have worked at the site for a minimum of one (1)

year. The intent of this language is to give first priority to teachers at the school who are certified in that field.

- F. Any teacher who must use a personal automobile or otherwise provide transportation when on school district business shall be reimbursed by the Board the amount allowed by state law. Such mileage reimbursement shall not include routine travel to and from the teacher's home and the school to which assigned. The cost of other expenses incidental to travel, such as meals and lodging, when on school district business shall also be reimbursed by the Board.
  - (1) Meals: Board shall reimburse by the amount allowed by the state law.
  - (2) Rooms: Board shall reimburse for lodging at single occupancy rate the actual expense incurred, provided, however, that such expenses are substantiated by paid bills therefore.
- G. Teachers shall receive six (6) paid holidays as follows:
  - Labor Day
  - Thanksgiving and the day after
  - Martin Luther King Jr. Day
  - President's Day
  - Memorial Day
- H. Salaries of bargaining unit members employed in all FTE supported programs except Adult Basic, Adult General, and Adult Vocational will be computed at an hourly rate based on the following formula: Annual salary  $\div$  196  $\div$  7.25.
- I. All teachers in the regular K-12 program who teach in the Adult Basic, Adult General and Adult Vocational Programs for extra pay shall be paid no less than \$11.00 per hour.
- J. All community education teachers shall be paid according to a contractual agreement based on the money generated by the enrollment in the course but in no case shall the amount paid be in excess of that generated by the formula contained in Article XVIII, Section G.
- K. Teachers may waive their contractual agreement of having a planning period to teach an additional class and will be compensated with a stipend in the amount of \$5,400.00.
- L. Upon separation of service from Flagler County Schools due to retirement, a teacher shall be paid a \$6,000 retirement supplement if such service has been for 10 consecutive years in Flagler County, and the employee is 55 years of age or older and/or has 30 years of service. The payment shall be in

the first payroll after confirmation of applicability by the Personnel Department.

- M. For teachers hired after July 1, 2011 only, advanced degrees must be in the individual's area of assignment.
- N. Specialist degree: To qualify for the Specialist Degree supplement, an individual must either have earned, from an accredited university, a Specialist Degree and be able to prove with documentation of same, or be in a doctoral approved program and submit validation of the completion of at least 30 semester hours. The word valid should be interpreted as a valid college transcript showing the number of completed hours.
- O. For terminations other than retirement and death benefits, the Board may provide terminal pay to eligible employees for accumulated sick leave not to exceed an amount determined as follows:
  - 1. Beginning the 4th year of service and continuing through the 6th year of service, the daily rate of pay multiplied by forty (40) percent times the number of days of accumulated sick leave.
  - 2. During the next three (3) years of service, the daily rate of pay multiplied by forty-five (45) percent times the number of days of accumulated sick leave.
  - 3. During and after the 10th year of service, the daily rate of pay multiplied by fifty (50) percent times the number of days of accumulated sick leave.
- O. TERMINAL PAY BENEFITS - Any full-time employee and the Superintendent shall be entitled to terminal pay for unused accumulated sick leave at the time of normal retirement, or to his/her beneficiary if service is terminated by death. If any employee enters DROP, normal retirement is at the end of DROP participation.
  - (1) Terminal pay shall be computed at the daily rate of pay of the instructional staff member at the time of retirement or death and the rate of pay for this purpose shall be the yearly salary divided by two hundred sixty (260) days, each multiplied by the following number of accrued and valid sick leave days credited to the person in the Flagler County School District:
    - (a) During the first three (3) years of service in Flagler County: thirty-five (35) percent of accumulated days.
    - (b) During the next three (3) years of service in Flagler County: forty (40) percent of accumulated days.
    - (c) During the next three (3) years of service in Flagler County: forty-five (45) percent of accumulated days.
    - (d) During the next three (3) years of service in Flagler County: fifty

(50) percent of accumulated days.

(e) During and after the 13th year of service in Flagler County: one hundred (100) percent of accumulated days

(2) "Normal retirement", as used herein, shall be interpreted in the manner defined by Sections 1012.61 (1) and 1212.65, Florida Statutes.

(3) Any person entitled to terminal pay benefits shall have been under contract, or elected to render services for the period immediately preceding retirement or death.

R. COMPENSATION:

Teachers who remain on the grandfathered salary schedule shall continue to automatically advance one step on the salary schedule, unless the school board, in developing its yearly budget, finds it necessary to use the unassigned reserve funds to balance and or meet its statutory obligations, including performance pay, then the parties agree to return to the table to negotiate a step increase. In the event that the district is requesting a negotiated step to build its annual budget, a detailed budget presentation outlining the need to do so will be made to the bargaining team.

S. Both parties agree to the following summer rate of pay for instructional personnel. Beginning with the summer instructional services for June 1, 2016, the parties agree to the rate of pay at \$35.00 per hour for all instructional personnel holding a valid State of Florida teaching certification who are employed to teach in a district approved summer program.

**ARTICLE XXI: TEACHER DISCIPLINE**

- A. A teacher may be disciplined, including reprimand, reduction in rank or compensation, suspension, involuntary transfer, or dismissal for proper cause as provided by Florida Statutes. No teacher shall be reprimanded without just cause as defined in Florida Statutes, State Board Rules and School Board Policies.
- B. In any of the above matters, the teacher shall be permitted a representative of his/her choice, if desired. This article shall not limit in any way the exercise of the Board's rights as provided in this Agreement.
- C. Teachers must be notified in writing twenty-four (24) hours prior to being called in for a disciplinary interview that could lead directly to a suspension or dismissal. Written notice (in the form of a Notice to Appear) shall include the date of the alleged violation. It is recognized by both parties that school district administrators may declare an emergency situation where immediate action must be taken to ensure the safety and welfare of the students. In

those emergency instances where twenty-four (24) hours notice is not given, the Board guarantees the right to representation for the teacher at the conference.

- D. Administrators shall not reprimand teachers in the presence of other employees (excluding administrators), students, and/or parents. Except for probationary employees, the Board shall use a system of progressive disciplinary action for repeated, similar, or related offenses. The severity of the offense may justify skipping some or all progressive steps. Each disciplinary situation shall be assessed on an individual basis, considering all pertinent factors. At the end of a period of 18 calendar months, if there are no further related incidents, the disciplinary process shall begin back at the first step. Should an administrator need to council a teacher regarding a concern, other than a classroom performance concern, the following program of progressive discipline shall be used:
- (1) First Offense – Verbal Warning: The administrator shall document this conversation. This document shall not be placed in the teacher's personnel file. The document shall become null and void within a calendar year from the date of the occurrence if no other documented disciplinary matters have occurred.
  - (2) Second Offence – Written Reprimand: This document notifies the teacher in writing of continuing concerns which may result in further disciplinary action if not corrected within a specified time. The written reprimand will be placed in the teacher's personnel file and will include a Corrective Action Plan for assistance. The Corrective Action Plan shall include: (1) explanation of deficiencies, (2) clear expectations for improvement, (3) assistance provided to the teacher, and (4) a detailed timeline for expected improvement.
  - (3) Third Offense – Three (3) day suspension with or without pay
  - (4) Fourth Offense – Termination

In each step of the progressive discipline plan, the administrator shall provide evidence of the teacher's misconduct and include any corrective action, if any, taken to improve said misconduct.

- E. Prior to any written communication and/or the administering of discipline, the principal shall informally meet with the teacher(s) in an effort to resolve any perceived problem and/or to discover if the teacher did, in fact, violate a rule or order of management. If as a result of the informal discussions between the principal and the teacher, the principal believes the situation warrants a written documentation, one can be made with the teacher receiving a copy.

F. If a teacher is to be disciplined by the principal, the teacher shall have the option to be accompanied by a representative of his/her choice. Teachers must be notified in writing prior to being called in for a disciplinary interview.

## **ARTICLE XXII SICK LEAVE BANK**

- A. Sick Leave Bank Committee (SLBC): A sick leave bank shall be established for participating employees. Such bank shall be administered by a committee composed of nine (9) persons, three of which are selected by FCEA, three selected by FESPA and three appointed by the Superintendent. The SLBC shall insure adherence to all procedures, rules, laws and regulations in effect and with the terms of this contract as ratified or amended.
- B. Definition of Leave Day: As used in this article, one day of leave shall mean the equivalent in required work day hours.
- C. Membership: Any employee who has been employed a minimum of one (1) year in Flagler County and who has an accumulation of a minimum of eight (8) days of sick leave on record shall be eligible for membership in the bank. Such membership and participation shall, at all times, be voluntary. Each participating employee shall contribute one (1) day of earned sick leave by October 1. This day shall not be returned to the employee unless the bank fails to come into existence in accordance with the following rules. No further contributions to the bank shall be necessary except as provided below for the replenishment of the bank.
- D. Procedures and Audit: The SLBC shall consult with and comply with procedures developed between the Personnel Department and Finance Department regarding the identifying and recording of contributions.

These Departments will provide the Association with verification of Sick Leave Bank enrollment to the extent practicable by October 15. Such record keeping and procedures shall be audited by these Departments to insure compliance with regulations. The SLBC will make available to all participants and the School Board an annual report of the usage and status of the Sick Leave Bank.

### E. Sick Leave Bank Rules:

- (1) The Sick Leave Bank shall have a minimum of one hundred seventy-five (175) days on deposit before being activated. At no time shall the balance of days on deposit fall below zero (0).
- (2) When the balance of days on deposit falls below one hundred (100) days, all participating members shall contribute one (1) additional day in order to replenish the bank to the level established in (1).

Exception: Sick Leave Bank members who have no accumulated sick leave shall be required to contribute the additional day as soon as a sick leave day is available under normal earning of sick leave.

Any employee not contributing under this provision shall be considered to have dropped his/her membership and shall not have his/her previously contributed days returned. The one (1) day contributed under this section (2) shall not be returned to the employee unless the bank fails to be reactivated. Failure to reactivate with the 200 day minimum in (1) shall result in the bank being suspended. Reactivation from suspension could occur only under procedures in 36.03. Membership.

#### F. Use and Application

- (1) Sick leave drawn from the bank by participating members must be used for said members' prolonged personal illness, accident, or injury. Such things as Elective Surgery or Cosmetic Surgery shall not be covered. An illness or injury shall be considered prolonged (1) where there is no reasonable expectation that the employee will be physically able to return to employment within 3 months of the date of application to draw Sick Leave Bank days, or (2) where due to unexpected complications, the injury or illness causes the member to be physically disabled for three (3) or more months after the requirements of (3) (b) and (3) (c) below are met.
- (2) No member shall be eligible to use the bank until he/she has exhausted all accumulated sick leave and annual leave on record.
- (3) Any member wishing to use the bank must have been a member of the bank for at least thirty (30) working days before contraction of the illness unless waived in the case of extreme emergency by the SLBC. In addition, the member must have been absent for a minimum of ten (10) consecutive work days without pay.
- (4) Any member applying for days from the Sick Leave Bank must have filed an application with the Board for Extended Sick Leave that has been received by the Personnel Office and approved pending board action. Written notification to the Sick Leave Bank Committee will be made within three (3) working days of the Personnel Office approval or disapproval.
- (5) Any member applying for days from the Sick Leave Bank must file an application with the committee. This application must be accompanied by a form filled out by the doctor who certifies the illness or disability and the length of anticipated physical disability. The member must certify in the application the date leave began, the date sick leave will be exhausted, the date on which the Sick Leave Bank is requested, and the necessity for the extended

leaves. The committee reserves the right to request a second medical opinion at the cost of the applicant. All medical and application records shall be held in confidence by the SLBC.

- (6) No member shall be permitted to use the Sick Leave Bank if he/she is drawing workers' compensation.
- (7) No member shall be eligible to draw more than thirty (30) days from the bank during any school year.

G. Abuse

- (1) If a member is found to have abused the use of the Sick Leave Bank, he/she shall repay the days drawn from the bank and be subject to such other disciplinary action as determined by the School Board.
- (2) A member may be required by the Sick Leave Bank Committee to provide copies of medical reports filed with the Superintendent's office in accordance with the Leaves Article concerning the applicant's condition requiring sick leave bank days. Strict confidence will be maintained.
- (3) The Sick Leave Bank Committee reserves the right of periodical medical review of the applicant's condition which may include a second opinion.

H. Withdrawal From Sick Leave Bank: Employees wishing to withdraw membership in the Bank shall not have their contributed sick leave days returned.

I. Hold Harmless: The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of granting this procedure for employees to use this Sick Leave Bank.

**ARTICLE XXIII STIPENDS FOR IN-SERVICE**

- A. An employee who attends district in-service programs that are conducted outside the regular Duty day shall be compensated at the rate of \$100.00 for a six-hour in-service and \$50.00 for a three hour in-service.
- B. Stipends will be provided for all three or six hour district initiated in-service programs outside of the workday until the allocated funds in the stipend budget have been expended.
- C. Stipends will be provided for three or six hour school initiated in-service which are supported by grants. All other in-services will not have a district stipend attached to them.

## **ARTICLE XXIV NATIONAL BOARD CERTIFICATION**

- A. The Flagler County School District and Flagler County Educators Association mutually agree to suspend Article XXII until state funding for this program is once again reinstated.
- B. Any teacher who chooses may apply for National Board Certification, following the application procedure established by the National Board.
- C. A teacher shall receive a dollar amount towards registration fees as prescribed in and permitted by Florida Law/Statute (For example: for the 2000-2001 school year – 90% of \$ 2070 = \$1863) when:
  - a) The District certifies that a teacher has demonstrated satisfactory teacher performance pursuant to F.S. 1012.34.
  - b) The teacher has satisfied the prerequisites for participation in the certification program.
  - c) The teacher agrees in writing to pay 10% of the participation fee, and
  - d) The teacher agrees to participate in the certification program during the year for which the registration fee is provided.
- D. A one-time portfolio preparation incentive of \$150 will be paid during the school year in which the registration fee is paid.
- E. A teacher who holds National Board Certification shall receive an annual bonus equal to 10% of the prior fiscal year's statewide average salary for classroom teachers as long as that teacher is employed by the District and the District certifies annually that the employee has demonstrated satisfactory teaching performance pursuant to F.S. 1012.34.
- F. An annual bonus, equal to 10% of the prior fiscal year's statewide paragraph c. above, and agrees in writing to provide the equivalent of twelve (12) workdays of mentoring and related services to teachers within the District who do not hold certification by the National Board. Credit may not be granted for mentoring that occurs during the regular school day or for mentoring during the regular 196 days of required service.
- G. A teacher who receives the certification fee referenced above and who does not complete the certification program or does not teach in Florida Public Schools for at least one year after completing the certification program must repay the amount of the certification fee to the state. The exception to this would be death, disability or other extenuating circumstances established by the State Board of Education.
- H. A teacher who completes the certification program but fails to be awarded

the certification shall not be required to repay the certification fee if the teacher teaches in a Florida Public School for one year after completing the certification program.

- I. Participation in the National Board Certification program will depend on full funding from the Florida State Legislature.

#### **ARTICLE XXV: PEER ASSISTANCE**

- A. The purpose of the Peer Assistance Program is to help new and veteran teachers improve their knowledge of and skills in the teaching profession. This program links new teachers or struggling veteran teachers with consulting teachers who provide on-going support through observing, modeling, sharing ideas and skills, and recommending materials for further study. Assistance will be provided as follows:
  - (1) Teachers new to the teaching profession will be provided a mentor for 180 days.
  - (2) Experienced teachers who are new to Flagler County or struggling veteran teachers may be offered the services of a mentor for 90 days. The offer of such assistance may be accepted or declined by the professional to whom it is offered.
- B. A stipend in accordance with the supplement schedule will be paid by the Board to teachers who provide peer assistance to the designated.

#### **ARTICLE XXVI: DIFFERENTIATED PAY**

- A. Critical Teacher Shortage Areas: The school board will determine the critical teacher shortage area for Flagler County School District. The determination and approval will occur by June for the upcoming school year. New teachers recruited into these teaching positions will receive a one-time bonus of \$1,000 to be paid upon successful completion of the probationary period.
- B. Additional Responsibilities: Teachers who perform additional duties will be paid an approved supplement for carrying out those assigned duties. (See approved supplement list)
- C. Advanced Degrees and Endorsements: Teachers who earn advanced degrees in education, such as a masters, specialist or doctoral degrees, will be paid a supplement as approved in the salary schedule. School Psychologists who hold a national certification through NCSP will receive \$500 per semester. Speech Language Pathologist (SLP) hired full time by the district and who holds his/her Certificate of Clinical Competence (CCCs) by The American-Speech-Language-Hearing Association (ASHA) will also receive \$500 per semester. Regular classroom teachers who hold an endorsement in reading and /or ESOL and are teaching in a course that

requires that endorsement will be paid \$500 per semester. High school teachers will be paid \$500.00 per semester based on their course assignments. Secondary teachers who complete the Content Area Reading Professional Development (150 hour bundle), and or have been assigned to provide intervention for level two readers will also receive the supplement. Teachers who are hired specifically for ESOL, ie, secondary ESOL teachers and elementary ESOL resource teachers, are not eligible for the supplement. Reading Coaches are not eligible for the supplement. (This is attributed to the fact that those teachers are required to hold that specific certification in order to qualify for the position).

- D. It is agreed that the following negotiated rates are in place beginning with the 2014-2015 school year. Teachers identified for differentiated pay in this section may receive only one award per year. If a teacher qualifies for multiple awards, they will receive the award of the highest amount.
- (1) Teachers at a Low-Performing School ("F" or "D" rating)
    - (a) Supplement Amount: \$500
      - (i) Performance incentive will be paid to teachers who receive a highly effective or effective on their summative evaluation score
      - (ii) Performance incentive will be paid for the FINAL school grades to all teachers who are still employed in paid status on the last day of the teacher's work year, if school letter grade is raised by one letter grade.
  - (2) Teachers at a Title I School
    - (a) Supplement Amount: \$250
      - (i) Performance incentive will be paid to teachers who receive a highly effective or effective on their summative evaluation score.
      - (ii) Performance incentive will be paid for the FINAL school grades to all teachers who are still employed in paid status on the last day of the teacher's work year, if school letter grade is raised by one letter grade, or maintain the A.
  - (3) Highly Effective teachers who voluntarily transfer or are involuntarily transferred to a low-performing school (C or below)
    - (a) Supplement Amount: \$500
      - (i) It is mutually understood that this stipend will be paid one time within two pay periods of the beginning of the year of the transfer.
      - (ii) Performance incentive will be paid to teachers who receive a highly effective or effective on their summative evaluation score.
      - (iii) Performance incentive will be paid for the FINAL school grades to all teachers who are still employed in paid status

on the last day of the teacher's work year, if school letter grade is raised by one letter grade, or maintain the A.

E. Each teacher employed during a school year and receiving differentiated pay based upon educational attainment (advanced degrees) and who is re-employed for the following school year will continue to receive differentiated pay.

#### **ARTICLE XXVII TERMS OF THE AGREEMENT**

A. If the Building Administrator and the School Improvement Team disagree on a particular school improvement plan, either party may submit the disagreement to a review committee comprised of the Superintendent or designee, the Association President or designee, and the Chairperson of the District School Improvement Team.

## **ARTICLE XXVIII: LENGTH OF CONTRACT**

- A. This Agreement shall be effective as of July 1, 2016 and continue in effect until June 30th, 2019, except that the parties agree to reopen the subjects of compensation, supplements, insurance and no more than two articles of each party's choice, unless by mutual agreement the parties agree to open additional articles. Such discussions shall begin no later than April 15th of each year.

The parties agree that this Agreement shall supersede all previous commitments between the Board and the Association and shall remain in full force and effect except as herein amended.

### **SCHOOL BOARD OF FLAGLER COUNTY:**

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Board Chairperson, Colleen Conklin

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Superintendent, Jacob Oliva

### **FLAGLER COUNTY EDUCATORS ASSOCIATION:**

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President, Katie Hansen

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Northeast Florida Service Unit Director FEA, Mike Dale

**FCSB - FCEA Impact Bargaining (July 1, 2013 – June 30, 2016)**

FCEA &amp; FESPA Counter-Proposal – April 6, 2016

**Memorandum of Understanding**

Both parties agree to the following pay plan for all employees beginning with the  
2016-2017 school year:

	<b>24 +1 Pay (261 day employees)</b>	<b>24 Pays (206, 216, 226 day employees)</b>	<b>24 Pays (Employees who work less than or equal to 200 days)</b>	<b>22 Pays (Employees who work less than or equal to 200 days)</b>
A	07/01/16			
1	07/15/16	07/29/16	08/15/16	08/15/16
2	07/29/16	08/15/16	08/30/16	08/30/16
3	08/15/16	08/30/16	09/15/16	09/15/16
4	08/30/16	09/15/16	09/30/16	09/30/16
5	09/15/16	09/30/16	10/14/16	10/14/16
6	09/30/16	10/14/16	10/28/16	10/28/16
7	10/14/16	10/28/16	11/15/16	11/15/16
8	10/28/16	11/15/16	11/30/16	11/30/16
9	11/15/16	11/30/16	12/15/16	12/15/16
10	11/30/16	12/15/16	12/30/16*	12/30/16*
11	12/15/16	12/30/16*	01/13/17	01/13/17
12	12/30/16*	01/13/17	01/30/17	01/30/17
13	01/13/17	01/30/17	02/15/17	02/15/17
14	01/30/17	02/15/17	02/28/17	02/28/17
15	02/15/17	02/28/17	03/15/17	03/15/17
16	02/28/17	03/15/17	03/30/17	03/30/17
17	03/15/17	03/30/17	04/14/17	04/14/17
18	03/30/17	04/14/17	04/28/17	04/28/17
19	04/14/17	04/28/17	05/15/17	05/15/17
20	04/28/17	05/15/17	05/30/17	05/30/17
21	05/15/17	05/30/17	06/15/17 (4 total checks)	06/15/17 (2 total checks)
22	05/30/17	06/15/17 (3 total checks)		
23	06/15/17			
24	06/30/17			

Only 12 month employees will receive 24 pays plus one additional pay period for the 2016-2017 and their 1<sup>st</sup> pay commencing on July 1, 2016. Employees who are 196 day will receive their 1<sup>st</sup> pay on August 15, 2016. Paydays will be on the 15<sup>th</sup> & 30<sup>th</sup> of every month thereafter.

All employees will have 22 deductions for all benefits beginning with the 2016-2017 school year.

\*12/30/16 pay may be paid early due to adopted Flagler County School District calendar.

### **Memorandum of Understanding**

For district-created assessments tied to teacher evaluations, a teacher shall have the opportunity to view both of their potential SPI scores based upon the "Classroom & Final Exam Growth Rubric Levels Worksheet" and the "Level of EOC" rubrics. The teacher shall then have the right to determine which rubric will be used to calculate their 2014-2015 SPI score. Raw scores will be used during either calculation process.

## **Memorandum of Understanding**

### **Implementation of the Teacher Incentive Fund (TIF) Grant and the Sustainable Educator Evaluation and Compensation (SEEC) Project**

The Flagler County School Board has been awarded \$5.1 million over the next five years as part of a \$27 million TIF Grant serving 9 counties in northeast Florida for (5) five years beginning in the 2012-2013 school year. During the Pilot Year, 2013-2014 school year, Flagler Palm Coast High School and Buddy Taylor Middle School will be the schools participating in the project. Through the remaining years, 2014-2017, of the grant, all Flagler Schools will be included in the SEEC project.

The following covenants and stipulations will assist in following the TIF Grant and meet the requirements for the SEEC project.

Both parties, Flagler County School District and Flagler County Education Association (FCEA), recognize that teachers can choose to, or choose not to participate in this project on an annual basis. Only those teachers who teach students in a subject that demonstrate yearly growth (i.e. those subjects linked to Reading FCAT, Math FCAT, or an EOC) will be included in the supplemental performance awards (which are enhancements, not replacements, to the existing instructional salary schedule) for the entire grant period, on a yearly basis.

Both parties agree that nothing will be implemented through the TIF Grant and the related SEEC Project, which will violate or abrogate the terms and conditions of the negotiated Collective Bargaining Agreement. Any changes to the contract must be negotiated and ratified by both parties. Both parties understand that funding for the SEEC project comes from a grant awarded under the Teacher Incentive Fund (TIF). The TIF grant has been awarded to 9 (nine)- school districts in the North East Florida Educational Consortium (NEFEC). Flagler County School District is one of the awarded districts.

Both parties agree to work collaboratively regarding the SEEC project as outlined in the TIF contract. A committee consisting of 8 members: four FCEA and four FSCB members will oversee the district SEEC project. The group, which will be called The District SEEC Steering Committee, will meet as needed throughout the year and will work in conjunction with the consortium steering committee. This will help maintain communication and facilitate collaboration between both parties. The committee only has the power to make recommendations to the bargaining committees. Such recommendations shall only be implemented if they are bargained and ratified.

Both parties agree that by voluntarily participating in the supplemental performance awards, teachers shall not give up their contractual status (PSC/CC) at any time throughout the duration of the grant.

Both parties agree that when professional development is offered during the summer, such participation will be voluntary. Both parties agree that professional development will not impede on contractual planning time. If professional development is offered during the course of a workday, a substitute, if necessary, will be provided. Professional development that is offered before or after the workday shall be considered voluntary and shall be paid accordingly which is \$25.00 an hour up to 2 hours, \$50.00 for 3 hours or \$100.00 for a 6 hour day, with appropriate in-service follow up completed and approved.

Both parties agree that a teacher may decide to leave the program at any time during the school year and those choosing will forfeit any potential benefit from the grant. Teachers may enter the program at the beginning of each school year, with notification to the principal prior to the beginning of that school year.

Both parties agree that when the grant is completed, teachers who were hired to be Teacher Support Colleagues (TSC) will be placed back in a similar, if not the same, position they had before being hired as the TSC.

It is an understanding with all parties, including the FCSB evaluating administrators, the teachers participating in the TIF program will be held to the same standards as the FCSB teachers.

## **Memorandum of Understanding**

The Flagler County School District shall use funds from the self insurance fund that have been labeled as "surplus" to fund programs and proved incentives to employees to promote health and wellness in employees and the long-term stability of the self insurance fund. The following programs and incentives shall be offered:

- Employees who select to participate in the Health Savings Account plan provided by the District for the 2018-2019 plan year shall receive an incentive of \$500 (employee only), \$600 (employee and spouse), \$750 (employee and child), or \$1000 (family).
- Employees who participate in a district insurance plan for the 2017-2018 year, utilizes the Flagler County Schools Health Clinic and receives a wellness exam including lab work will receive a \$200.00 payment. Dependents enrolled in a FCSB Self Insurance Plan and complete a wellness exam will receive \$75.00.
- After the above incentives have been paid out to eligible employees, the remaining amount of surplus (maximum amount to be spent \$1.5 million), the District may also utilize the insurance surplus to fund the following programs to promote health and wellness amount employees:
  - Quarterly Wellness Seminars
  - Workout/Wellness Facilities for employees
  - Annual Benefits Fair

**APPENDIX B**  
**Flagler County Schools**  
**Human Resources Department**  
**Official Grievance Form**

**GRIEVANT**

In accordance with Article IV of the current master contract, please complete and submit this form to the principal or immediate supervisor as is appropriate to properly file your grievance at Level I.

**Employee Name or Association Name:** \_\_\_\_\_  
**Worksite:** \_\_\_\_\_ **Assignment:** \_\_\_\_\_ **Home**

**Address:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Work Phone:** \_\_\_\_\_

**Date Grievance Occurred:** \_\_\_\_\_

**Specific to Article(s)** \_\_\_\_\_, **Section(s)** \_\_\_\_\_  
of the Agreement between the Flagler County Educators Association and the District School Board of Flagler County, Florida.

**Meeting Requested:** \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

**Statement of grievance:** (attach sheets if needed)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Specific relief sought:** (attach sheets if needed)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Witness(es) if any** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**APPEAL SECTION**

LEVEL II APPEAL:

**I do hereby notify you that I am appealing to Level II.**

**Reason:** (attach sheets if needed) \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

LEVEL III APPEAL:

**I do hereby notify you that I am appealing the Level II decision to level III arbitration.**

**Reason:** (attach sheets if needed) \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

The Grievant shall forward one (1) copy of the grievance to each of the following at each step: Superintendent, Deputy Superintendent, and the Association.



**APPENDIX C**  
*Flagler County Schools*  
**Human Resources Department**  
**Transfer Request Form**

Date: \_\_\_\_\_

Name \_\_\_\_\_ School/Dept \_\_\_\_\_

Current Position \_\_\_\_\_ SSN \_\_\_\_\_

Address \_\_\_\_\_

Contact Number \_\_\_\_\_  Home  Work  Cell

Email address: \_\_\_\_\_

**Non-Instructional employees must be in their present position for  
90 working days to be eligible for a transfer.**

I am applying for the following position: \_\_\_\_\_

School/Department \_\_\_\_\_ Position Control # \_\_\_\_\_

Reason for request:

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I understand that if a transfer is possible, I will be given every consideration. I also understand that I must meet the minimum qualifications of the position to be granted an interview.

I further understand that I must have an on-line application completed in order to be considered. (The on-line application is available via [www.flaglerschools.com](http://www.flaglerschools.com). Click on Flagler County Public Schools Job Opportunities to enter the Human Resources site).

HR USE ONLY

PCN

Eligible for transfer

ATS

**APPENDIX E**  
**HIGH SCHOOL AND DISTRICT SALARY SUPPLEMENTS**  
**2017 - 2018**

<b><u>Clubs / Organizations</u></b>	<b><u>Amount</u></b>
Academic Challenge	\$750.00
Activities Director	\$2,500.00
After School Detention/Tutoring	25.00/hr (3.5 hrs/day)
Art Club	\$750.00
Band - Assistant Director	\$1,250.00
Band - Dance Team Director	\$1,000.00
Band - Director	\$2,700.00
Band - Flag Corps Director	\$1,000.00
Band - Jazz	\$1,500.00
Band - Percussion Drum Coordinator	\$1,500.00
Business Professional of America (FBLA)	\$500.00
Chess Club	\$750.00
Choral Director	\$2,700.00
Community Problem Solvers	\$1,000.00
DECA Sponsor	\$1,000.00
Dean	\$5,400.00
Ebony Society	\$750.00
ESOL Coordinator	\$1,000.00 (1)
Future Builders of America (FBA)	\$500.00
Future Chefs (FCC)	\$1,000.00
Future Educators of America (FEA)	\$750.00
Future Farmers of America (FFA)	\$2,000.00
Habitat for Humanity	\$750.00
Hispanic Society	\$750.00
Hi-Q (Fall)	\$1,000.00
Interact Club	\$1,000.00
Key Club	\$1,000.00
Leo Club	\$1,000.00
Literary Magazine	\$750.00
Mu Alpha Theta	\$1,000.00 (up to 3/school)
National Honor Society	\$1,000.00
Newspaper - Minimum 5 Editions	\$1,000.00
Photography Club	\$750.00
Prom Coordinator	\$1,000.00
Science Fair Coordinator/Olympiad (High Schools)	\$750.00
Student Government (SGA)	\$2,000.00
Technical Theater Interns	\$500.00
Thespian Sponsor	\$750.00
TV Production Coordinator	\$2,000.00
Web Master	\$1,000.00
Yearbook - Annual	\$2,500.00

**APPENDIX E**  
**HIGH SCHOOL AND DISTRICT SALARY SUPPLEMENTS**  
**2017 - 2018**

<b><u>Clubs / Organizations</u></b>	<b><u>Amount</u></b>
Fall Musical - Assistant Director	\$750.00
Fall Musical - Director	\$1,500.00
Fall Musical - Musical Director	\$1,500.00
Fall Musical - Technical Director	\$1,500.00
Spring Play - Assistant Director - Drama	\$750.00
Spring Play - Director - Drama	\$1,500.00
Spring Play - Technical Director	\$1,000.00
Winter Play - Assistant Director	\$750.00
Winter Play - Director	\$1,500.00
Winter Play - Technical Director	\$1,000.00
Freshman Class	\$750.00
Sophomore Class	\$750.00
Junior Class	\$1,000.00
Senior Class	\$1,500.00
Department Heads (Includes counting dept head as 1)	
8 or less	\$800.00
9 to 14	\$1,100.00
15 or more	\$1,500.00
District Media Specialist	\$1,000.00
Peer Teacher (180 days)	\$500.00
Peer Teacher (90 days)	\$250.00
	(as needed)
	(as needed)

**APPENDIX F**  
**HIGH SCHOOL ATHLETIC SALARY SUPPLEMENTS**  
**2017 - 2018**

<b><u>Clubs / Organizations</u></b>	<b><u>Amount</u></b>
Athletic Director	\$3,500.00
Athletic Trainer (Certified)	\$2,500.00
First Responder	\$1,800.00
Baseball, Head	\$3,500.00
Baseball, Assistant	\$2,000.00
Basketball, Head	\$3,500.00
Basketball, Assistant	\$2,000.00
Bowling, Head	\$2,500.00
Cheerleading, Head (FALL & WINTER)	\$5,000.00
Cheerleading, Assistant (FALL & WINTER)	\$3,000.00
Cross Country, Head	\$2,500.00
Cross Country, Assistant	\$1,500.00
Football, Head	\$4,500.00
Football, Assistant	\$2,500.00
Golf, Head	\$2,500.00
Lacrosse, Head	\$3,500.00
Lacrosse, Assistant	\$2,000.00
Soccer, Head	\$3,500.00
Soccer, Assistant	\$2,000.00
Softball, Head	\$3,500.00
Softball, Assistant	\$2,000.00
Swimming, Head	\$2,500.00
Swimming, Assistant	\$1,500.00
Tennis, Head	\$2,500.00
Track and Field, Head	\$3,500.00
Track and Field, Assistant	\$2,000.00
Volleyball, Head	\$3,500.00
Volleyball, Assistant	\$2,000.00
Weightlifting, Head	\$2,500.00
Weightlifting, Assistant	\$1,500.00
Wrestling, Head	\$3,900.00
Wrestling, Head	\$3,500.00
Wrestling, Assistant	\$2,000.00
Flag Football, Head	\$2,500.00
Flag Football, Assistant	\$2,000.00
Strength Coach	\$2,500.00
	(MHS & FPCHS)
	(all new hires at High Schools)

**APPENDIX G**  
**MIDDLE SCHOOL SALARY SUPPLEMENTS**  
**2017 - 2018**

<b><u>Clubs / Organizations</u></b>	<b><u>Amount</u></b>	
Activities Director	\$750.00	
After School Detention/Tutoring Enrichment	25.00/hr	3.5 hrs/day
Art Club	\$750.00	
Band, Director	\$1,000.00	
Choral, Director	\$1,000.00	
Community Problem Solvers	\$1,000.00	
Dean	\$5,400.00	
Department Heads/Team Leader (Includes counting dept head as 1)		
8 or less	\$800.00	
9 to 14	\$1,100.00	
15 or more	\$1,500.00	
Drug Program Coordinator	\$500.00	
Fall/Spring Fling Coordinator	\$500.00	
Future Farmers of America (FFA)	\$1,500.00	
Family and Consumer Science (FHA)	\$500.00	
Intramural Director	\$600.00	
Junior Honor Society	\$600.00	
Literary Magazine	\$500.00	
Newsletter or Newspaper (minimum 5 editions)	\$1,000.00	
Outdoor Club	\$600.00	
Peer Teacher (180 days)	\$500.00	(as needed)
Peer Teacher (90 days)	\$250.00	(as needed)
Science Competition Club	\$500.00	
Science Fair Coordinator	\$750.00	
Student Council	\$650.00	
Web Master	\$500.00	(2 per school)
Yearbook	\$1,000.00	

**APPENDIX H**  
**ELEMENTARY SCHOOL SALARY SUPPLEMENTS**  
**2017 - 2018**

<b><u>Clubs / Organizations</u></b>	<b><u>Amount</u></b>	
Academic Program (Science Fair, Math Fair)	\$750.00	
After School Detention/Tutoring Enrichment	25.00/hr	3.5 hrs/day
Art Club	\$750.00	
Choral or Music Director	\$750.00	
Department Heads (Includes counting dept head as 1)		
8 or less	\$800.00	
9 to 14	\$1,100.00	
15 or more	\$1,500.00	
Drama Production	\$500.00	
Drug Program Coordinator	\$500.00	
Fine Arts Production	\$500.00	
Friends of Library	\$500.00	
Literary Magazine	\$500.00	
Peer Teacher (180 days)	\$500.00	(as needed)
Peer Teacher (90 days)	\$250.00	(as needed)
Student Government	\$650.00	
Web Master	\$500.00	(2 per school)
Yearbook	\$1,000.00	